

# DESIGN-BUILD CONTRACT

## Contract Form

### SR 520 Eastside Transit and HOV Project ("Project")

Washington State Department of Transportation

**THIS DESIGN-BUILD CONTRACT**, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the STATE OF WASHINGTON, acting through the Washington State Department of Transportation, and the Secretary of Transportation under Title 47 RCW, as amended ("WSDOT"), and \_\_\_\_\_ (the "Design-Builder") collectively (the "Parties"),

- ☐ a corporation organized and existing under the laws of the State of \_\_\_\_\_, or
- ☐ a partnership, consisting of \_\_\_\_\_, or
- ☐ a limited liability company (LLC), consisting of \_\_\_\_\_, or
- ☐ a joint venture, consisting of \_\_\_\_\_, or
- ☐ an individual conducting business as \_\_\_\_\_,

the location of whose principal office is \_\_\_\_\_,

**WITNESSETH:** That WSDOT and the Design-Builder, for the consideration hereinafter named, agree as follows:

#### 1. DEFINED TERMS

Terms used in this Contract and not otherwise defined herein shall have the meanings set forth in General Provisions Section 1-01.

#### 2. SCOPE OF WORK

The Design-Builder shall furnish the design of and construct the Project in accordance with the Contract Documents. Refer to Exhibit A for a general description of the Project and to General Provisions Section 1-04 for information regarding the scope of the Work. The Design-Builder acknowledges that the scope of the Work includes:

- (a) Responsibility for and control of the Work, subject to review and approval of Design-Builder's design by WSDOT as described in the Contract Documents;
- (b) Responsibility for construction quality control inspection and testing and for quality assurance of both the design and construction; and
- (c) Obtaining Governmental Approvals as specified in the Contract Documents, and compliance with all requirements of applicable Governmental Approvals, including those obtained by WSDOT.

The Design-Builder covenants and agrees that all of the Work shall be performed in a workmanlike manner and in accordance with the standard of care applicable to contractors and designers performing similar work in the State of Washington.

### 3. COMPENSATION

WSDOT shall pay the Design-Builder the lump sum Contract Price of \$ \_\_\_\_\_, in the manner provided for in the Contract Documents, as full compensation for performance of the Work. A breakdown of the Contract Price is as follows:

- |  |                |
|--|----------------|
| a) Total for Design-Build Work<br>(Under Revenue Rule 170) | Lump Sum _____ |
| b) Total for Design-Build Work<br>(Under Revenue Rule 171) | Lump Sum _____ |

Said amount is subject to adjustment as specified in the Contract Documents.

### 4. CONTRACT TIME

#### 4.1 Notice To Proceed.

The Design-Builder shall begin the Work promptly upon receipt of the Notice to Proceed (NTP), unless WSDOT gives its consent, in writing, for Work to begin at a later date. The Design-Builder shall thereafter diligently prosecute the Work so as to achieve Substantial Completion, Physical Completion and Completion within the specified times.

#### 4.2 Deadline for Substantial Completion.

The deadline for Substantial Completion of the Project is \_\_\_\_\_ Calendar Days starting on the first calendar day after the effective date of the Notice to Proceed. No extension of said deadline shall be effective unless in writing signed by WSDOT.

See General Provisions Section 1-08.5(1) for information regarding requirements to be met in order to achieve Substantial Completion. See General Provisions Section 1-08.8 for information regarding time extensions. Any extension shall be for such time and upon terms and conditions as shall be fixed by WSDOT in accordance with the terms of the Contract, which may include the assessment of liquidated damages. See General Provisions Section 1-08.9 for information regarding liquidated damages.

#### 4.3 Deadlines for Physical Completion and Completion.

The deadline for Physical Completion is 90 calendar days from the date Substantial Completion is achieved, and the deadline for Completion is 90 calendar days from the date Physical Completion is achieved. See General Provisions Section 1-08.5(2) for information regarding the requirements to be met in order to achieve Physical Completion, and see General Provisions Section 1-08.5(3) for information regarding the requirements to be met in order to achieve Completion.

### 5. CONTRACT DOCUMENTS

The term "Contract Documents" shall mean the documents listed below, including all addenda:

1. Change Orders and Supplemental Agreements;
2. Design-Build Contract (Contract Form);
3. General Provisions – RFP Chapter 1;
4. Technical Requirements – RFP Chapter 2;
5. All other RFP Documents listed as Contract Documents – RFP Appendix A1;

6. Design-Builder's Proposal Documents

Said Contract Documents are hereby incorporated by reference herein as if fully set forth.

**5.1 Order of Precedence**

In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth in General Provisions Section 1-03.2.

**5.2 Interpretation of Contract**

Refer to General Provisions Section 1-03 for provisions regarding interpretation of the Contract. In case of any ambiguity or dispute over interpreting the Contract, WSDOT's decision will be final as provided in General Provisions Section 1-05.1.

**6. PROJECT ORGANIZATION.**

Refer to Exhibit C for a list of the authorized representatives of WSDOT and the Design-Builder and their contact information.

IN WITNESS WHEREOF, the Design-Builder and WSDOT have caused this instrument to be executed on the day and year first above written.

**WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_  
Director of Transportation

**[DESIGN-BUILDER]**

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Washington Contractor License Number

**EXHIBIT A**  
**PROJECT DESCRIPTION**

The limits of the Project are the R/W limits as shown on the Conceptual Plans.

**EXHIBIT B**  
**WSDOT IDENTIFIED BETTERMENTS**

The following elements of the Proposal are identified as Betterments in accordance with Chapter 1 of the RFP:

**EXHIBIT C**  
**PROJECT ORGANIZATION**

WSDOT Contact:

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Email: 

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Design Builder Contact:

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Email: 

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